ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 09/15/15
FOR CITY COUNCIL MEETING OF 09/30/15

ISSUE:

18. Request for Approval of Professional Services Agreements – Continuum of FY 2015/2016 HUD's Shelter Plus Care Grant Program. (Alexandra Ladd)
    - Santa Fe Community Housing Trust
    - The Life Link/La Luz

FINANCE COMMITTEE ACTION:

Approved as Consent item.

FUNDING SOURCE: 22574.510500

SPECIAL CONDITIONS OR AMENDMENTS

STAFF FOLLOW-UP:

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR TRUJILLO	X		
COUNCILOR RIVERA	X		
COUNCILOR LINDELL	X		
COUNCILOR MAESTAS	X		
CHAIRPERSON DOMINGUEZ			

4-13-15

City of Santa Fe, New Mexico

memo

Date: September 1, 2015

To: Finance Committee – September 15, 2015
City Council – September 30, 2015

Via: Kate Noble, Interim Director
Housing and Community Development Department

From: Alexandra Ladd, Housing Special Projects Manager
Housing and Community Development Department

Re: Department of Housing and Urban Development Grant Agreements
Continuum of Care Rental Assistance, FY 2015-2016

ACTION REQUESTED

The Housing and Community Development Department requests approval of Continuum of Care Grant Agreements for Fiscal Year 2015-2016. The contracts, contract amounts, and Business Units for FY 2015-2016 are as follows:

SF Community Housing Trust (Tenant-Based – Annual Renewal) Grant#: NM0029L6B011407	$143,129	22574.510500
The Life Link/La Luz (Project Based – Annual Renewal) Grant#: NM0026L6B011407	$245,382	22574.510500
The Life Link/La Luz (A-B) (Tenant Based – Annual Renewal) Grant#: NM0034L6B011407	$428,678	22574.510500
The Life Link/La Luz (C) Tenant Based – Annual Renewal) Grant#: NM0076L6B011403	$135,059	22574.510500

BACKGROUND

HUD's Shelter Plus Care program provides rental assistance for hard-to-serve homeless persons with disabilities, (primarily those with serious mental illness, chronic problems with alcohol and/or drugs, and acquired immunodeficiency syndrome (AIDS) or related diseases) and their families. The

program is implemented in connection with supportive services funded from other federal, local and nonprofit sources.

The City of Santa Fe is HUD's grantee and works closely with several nonprofit partners to apply for the funding, administer the program, and fulfill all of HUD's reporting and monitoring requirements. Rents are paid by the subgrantee; the City reimburses the rents; and HUD reimburses the City.

ITEM & ISSUE

For this year (2015-2016), the total amount of Shelter Plus Care and Continuum of Care grants that the City will pass through to its subgrantees is approximately $1,204,361. Four of these agreements are presented for approval as follows:

SF Community Housing Trust (Tenant-Based – Annual Renewal) Grant#: NM0029L6B011407	$143,129	22574.510500
The Life Link/La Luz (Project Based – Annual Renewal) Grant#: NM0026L6B011407	$245,382	22574.510500
The Life Link/La Luz (A-B) (Tenant Based – Annual Renewal) Grant#: NM0034L6B011407	$428,678	22574.510500
The Life Link/La Luz (C) Tenant Based – Annual Renewal) Grant#: NM0076L6B011403	$135,059	22574.510500

Four additional grants were were already approved or do not require approval of the Finance Committee. They include:

The Life Link/La Luz (E) (Tenant-based: scattered-site vouchers) Grant #: NM0048C6B010900	$7,863	22574.510500
St. Elizabeth Shelter (Siringo Senior Apartments) Grant #: NM0072C6B011100	$34,269	22574.510500
Santa Fe Community Housing Trust (Sponsor-based: Village Sage, Stagecoach Apt) Grant #: NM0073C6B011100	$124,089	22574.510500
The Life Link/La Luz (D) (Renewal) (Tenant-based: scattered-site vouchers) Grant #: NM0049C6B010900	$85,892	22574.510500

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and Santa Fe Community Housing Trust (the "Contractor"). The date of this Agreement shall be retroactive to July 1, 2015.

RECITALS

1. The City has applied for and received funds from the United States Government Department of Housing and Urban Development (HUD), Office of the Community Planning and Development, under the 2014 Continuum of Care (CoC) Program Grant Competition.

2. The City desires to engage the Contractor to render certain services to the City and/or its citizens as described in Article 1.

3. The Contractor further certifies that it is willing and able to perform these services and that said services to be performed are within the Contractor's legal powers and capabilities.

4. The City desires to engage the Contractor to render these certain services in connection therewith as more particularly set forth hereafter.

1. SCOPE OF SERVICES

The Contractor shall provide the following services for the City:

A. Administer the 2014 Continuum of Care (CoC) Program Grant Agreement awarded to the City of Santa Fe by the U.S. Department of Housing and Urban Development (HUD) for tenant based rental assistance in accordance with Exhibit "A" attached hereto and incorporated herein by reference. This is a one year term.

B. Provide a written report to the City prior to final payment documenting the work provided under this Agreement.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed one hundred

forty three thousand one hundred twenty-nine dollars ($143,129), inclusive of applicable gross receipts taxes.

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made upon receipt and approval by the City of detailed statements containing a report of services completed in accordance with Paragraph 4 herein. Compensation shall be paid only for services actually performed and accepted by the City.

4. PROOF OF PAYMENT BY CONTRACTOR OF CoC FUNDS

Contractor shall submit to the City's Housing and Community Development Department, each month receipts and/or cancelled checks along with a detailed statement of use of funds prior to reimbursement from the City. The statement shall include the name of the tenant, the name of the landlord, number of additional household members, the address of the rental unit, the number of bedrooms, the full rent amount, the tenant's income by percentage of Area Median Income (AMI), the tenant's rental share and the CoC rental share. In addition, a current balance sheet of the grant funding shall be provided.

5. RESTRICTION ON THE USE OF FUNDS

It is understood by Contractor that the CoC funds provided by the City under this Agreement are subject to the requirements of the Homeless Emergency Assistance and Rapid

Transition to Housing Act of 2009 (HEARTH ACT); the Continuum of Care Program Interim Rule 24CFR Part 578 ("the Regulation") and the Notice of Funding Availability (NOFA). Upon publication for effect of a Final Rule for the CoC Program, the Final Rule will govern this Agreement instead of the Interim Rule. It is understood and agreed by Contractor that the funds provided by this Agreement are exclusively intended to provide the services called for herein to the residents of the City.

6. PERFORMANCE MONITORING; AUDIT

The Contractor will, upon request, provide assistance and information needed by City staff in monitoring and evaluating the performance of the Contractor. At the end of each operating year, the Contractor shall complete an annual progress report as required by HUD. The City shall review the annual report and any supporting documents such as proof of tenant eligibility and housing standards. The City shall conduct a site visit to the office of the Contractor at least once per year to review such records. The Contractor will cooperate with the City in connection with this monitoring. The City shall maintain the right to audit and the Contractor shall keep all records in manner acceptable to the City. The Contractor shall provide the City as audit of the funds received, performed by an independent agency, within 90 days of the end of the Contractor's fiscal year.

7. ADDITIONAL REQUIREMENTS AND STANDARDS

The Contractor shall comply with OMB Circular A-122, "Cost Principles for Non-Profit Organizations" and Attachments A, B, C, F, H, N, and O to OMB Circular A-110, Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations", dealing with cash depositories, bonding and insurance, records, standards for financial management systems, monitoring and reporting program performance, property management standards, and procurement standards as modified by 24 CFR 570.520(b).

8. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

9. TERM AND EFFECTIVE DATE

This Agreement shall be effective July 1, 2015, and shall terminate on June 30, 2016, unless sooner pursuant to Article 10 below.

10. TERMINATION

A. This Agreement may be terminated by the City upon 10 days written notice to the Contractor.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

(2) If compensation is not based upon hourly rates for services rendered, the City shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

(3) If compensation is based upon hourly rates and expenses, then Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

11. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this contract.

12. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

13. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

14. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any

portion of the services to be performed under this Agreement without the prior written approval of the City.

15. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

16. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

C. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

17. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

18. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as

defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

19. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

20. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

21. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and

regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

22. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

23. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

24. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment

position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

25. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

26. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe:
Housing & Community Dev. Dept
PO Box 909
Santa Fe, NM 87504-0909

Contractor:
Santa Fe Community
Housing Trust
1111 Agua Fria Street
Santa Fe, NM 87501

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

JAVIER M. GONZALES, MAYOR

DATE:

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

CONTRACTOR:
SANTA FE COMMUNITY
HOUSING TRUST

APPROVED AS TO FORM:

By:
SHARRON WELSH
EXECUTIVE DIRECTOR

MPM 9/1
KELLEY A. BRENNAN
CITY ATTORNEY

CRS #02-171649-008
City of Santa Fe Business
Registration # 15-00064129

APPROVED:

OSCAR R. RODRIGUEZ
FINANCE DIRECTOR

22574.510500
BUSINESS UNIT/LINE ITEM

Exhibit A

Tax ID Number: 85-6000168
Original CoC Grant Number: NM0029L6B011205
CoC Program Grant Number: NM0029L6B011407
DUNS Number: 069420818

SCOPE OF WORK EXHIBIT for the FY 2014 CoC PROGRAM COMPETITION

1. This Agreement is governed by the Continuum of Care program Interim Rule attached hereto and made a part hereof as Exhibit 1a. Upon publication for effect of a Final Rule for the Continuum of Care program, the Final Rule will govern this Agreement instead of the Interim Rule. The project listed on this Exhibit at 5., below, is also subject to the terms of the FY 2014 Notice of Funds Availability.

2. This Exhibit, providing an additional award of funding, is added to the Continuum of Care Program Grant Agreement identified above by the Original CoC Program Grant Number, under the authority of the fifth paragraph of the Original CoC Program Grant Agreement. The funding provided through this Scope of Work will be referred to by the Renewal Award Number listed above.

3. The grant term applicable to funds shall be 1 year which shall run from 07-01-2015 to 06-30-2016

4. The Continuum that designated Recipient to apply for grant funds is not a high-performing community.

5. Recipient is not a Unified Funding Agency and was not the only Applicant the Continuum of Care designated to apply for and receive grant funds and is not the only Recipient for the Continuum of Care that designated it. HUD's total funding obligation for this grant is $143129 . for project number NM0029L6B011407. In accordance with 24 CFR 578.105(b), Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without a written amendment to this Agreement. The obligation for this project shall be allocated as follows:

a. CoC Planning cost	$ 0
b. Acquisition	$ 0
c. New construction	$ 0
d. Rehabilitation	$ 0
e. Leasing	$ 0
f. Rental assistance	$ 134628
i. Tenant-based rental assistance	$
ii. Project-based rental assistance	$
iii. Sponsor-based rental assistance	$
g. Supportive services	$ 0
h. Operating costs	$ 0
i. HMIS	$ 0
j. Administration	$ 8501

6. No funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to §578.21 and §578.25 and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.

7. Nothing in this grant agreement shall be construed as creating or justifying any claim against the federal government or the grantee by any third party.

This agreement is hereby executed on behalf of the parties as follows:

UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development

By:

Leticia Ibarra
(Signature)

Leticia Ibarra, Director
(Typed Name and Title)

8/21/15
(Date)

RECIPIENT
City of Santa Fe
(Name of Organization)

By:

(Signature of Authorized Official)

Javier Gonzales, Mayor
(Typed Name and Title of Authorized Official)

8/31/15
(Date)

City of Santa Fe
Summary of Contracts, Agreements, & Amendments

Section to be completed by department for each contract or contract amendment

1 **FOR:** ORIGINAL CONTRACT ☐ or CONTRACT AMENDMENT ☐

2 Name of Contractor SF Community Housing Trust

3 Complete information requested ☐ Plus GRT ☐ Inclusive of GRT

Original Contract Amount: $143,129.00

Termination Date: June 30, 2016

☐ Approved by Council Date: _____

☐ or by City Manager Date: _____

Contract is for: Continuum of Care - Tenant Based Rental Assistance

Amendment # _____ to the Original Contract# _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

☐ or by City Manager Date: _____

Amendment is for:

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) ☐ Plus GRT ☐ Inclusive of GRT

Amount $ 143,129.00 of original Contract# _____ Termination Date: 06/30/2016

Reason: Continuum of Care - Tenant Based rental assistance

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: $ 143,129.00

City of Santa Fe
Summary of Contracts, Agreements, & Amendments

5 **Procurement Method of Original Contract:** (complete one of the lines)

RFP# _____ Date: _____

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

6 **Procurement History:** One year terms
example: (First year of 4 year contract)

7 **Funding Source:** HUD CoC **BU/Line Item:** 22574.510500

8 **Any out-of-the ordinary or unusual issues or concerns:**

_____
(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Roberta Catanach

Phone # -6421

10 **Certificate of Insurance attached.** (if original Contract) ☐

Submit to City Attorney for review/signature
Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:

Client#: 37574 SFCOMMHO

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/02/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HUB International Ins Svcs Inc P.O.Box 5080 Santa Fe, NM 87502 505 982-4296 / CA Lic#0757776	CONTACT NAME: Michelle Lovat PHONE (A/C, No, Ext): 505-992-1873 FAX (A/C, No): 866-621-0427 E-MAIL ADDRESS: michelle.lovato@hubinternational.com
INSURED Santa Fe Community Housing Trust P O Box 713 Santa Fe, NM 87504	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Central Mutual Insurance Compan — 20230 INSURER B : New Mexico Mutual Casualty Comp INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			CLP8889277	01/01/2015	01/01/2016	EACH OCCURRENCE	$1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$2,000,000
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS [ ] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			27790113	01/01/2015	01/01/2016	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] N/A						E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

Where required by written contract or agreement, City of Santa Fe is included as additional insured with respects to general liability per attached form 81889 0913. Workers Compensation coverage is evidence only.

CERTIFICATE HOLDER

City of Santa Fe
PO Box 909
Santa Fe, NM 87504-0909

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Robert A. Machacek

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CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and The Life Link/La Luz (the "Contractor"). The date of this Agreement shall be retroactive to July 1, 2015.

RECITALS

1. The City has applied for and received funds from the United States Government Department of Housing and Urban Development (HUD), Office of the Community Planning and Development, under the 2014 Continuum of Care (CoC) Program Grant Competition.

2. The City desires to engage the Contractor to render certain services to the City and/or its citizens as described in Article 1.

3. The Contractor further certifies that it is willing and able to perform these services and that said services to be performed are within the Contractor's legal powers and capabilities.

4. The City desires to engage the Contractor to render these certain services in connection therewith as more particularly set forth hereafter.

1. SCOPE OF SERVICES

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B. Provide a written report to the City prior to final payment documenting the work provided under this Agreement.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed two hundred

forty five thousand three hundred eighty-two dollars ($245,382), inclusive of applicable gross receipts taxes.

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made upon receipt and approval by the City of detailed statements containing a report of services completed in accordance with Paragraph 4 herein. Compensation shall be paid only for services actually performed and accepted by the City.

4. PROOF OF PAYMENT BY CONTRACTOR OF CoC FUNDS

Contractor shall submit to the City's Housing and Community Development Department, each month receipts and/or cancelled checks along with a detailed statement of use of funds prior to reimbursement from the City. The statement shall include the name of the tenant, the name of the landlord, number of additional household members, the address of the rental unit, the number of bedrooms, the full rent amount, the tenant's income by percentage of Area Median Income (AMI), the tenant's rental share and the CoC rental share. In addition, a current balance sheet of the grant funding shall be provided.

5. RESTRICTION ON THE USE OF FUNDS

It is understood by Contractor that the CoC funds provided by the City under this Agreement are subject to the requirements the Homeless Emergency Assistance and Rapid Transition

to Housing Act of 2009 (HEARTH ACT); and the Continuum of Care Program Interim Rule 24CFR Part 578 (the "Regulation")and the FY 2014 Notice of Funding Availability (NOFA). Upon publication for effect of a Final Rule for the CoC Program, the Final Rule will govern this Agreement instead of the Interim Rule. It is understood and agreed by Contractor that the funds provided by this Agreement are exclusively intended to provide the services called for herein to the residents of the City.

6. PERFORMANCE MONITORING; AUDIT

The Contractor will, upon request, provide assistance and information needed by City staff in monitoring and evaluating the performance of the Contractor. At the end of each operating year, the Contractor shall complete an annual progress report as required by HUD. The City shall review the annual report and any supporting documents such as proof of tenant eligibility and housing standards. The City shall conduct a site visit to the office of the Contractor at least once per year to review such records. The Contractor will cooperate with the City in connection with this monitoring. The City shall maintain the right to audit and the Contractor shall keep all records in manner acceptable to the City. The Contractor shall provide the City as audit of the funds received, performed by an independent agency, within 90 days of the end of the Contractor's fiscal year.

7. ADDITIONAL REQUIREMENTS AND STANDARDS

The Contractor shall comply with OMB Circular A-122, "Cost Principles for Non-Profit Organizations" and Attachments A, B, C, F, H, N, and O to OMB Circular A-110, Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations", dealing with cash depositories, bonding and insurance, records, standards for financial management systems, monitoring and reporting program performance, property management standards, and procurement standards as modified by 24 CFR 570.520(b).

8. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

9. TERM AND EFFECTIVE DATE

This Agreement shall be effective July 1, 2015, and shall terminate on June 30, 2016, unless sooner pursuant to Article 10 below.

10. TERMINATION

A. This Agreement may be terminated by the City upon 10 days written notice to the Contractor.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

(2) If compensation is not based upon hourly rates for services rendered, the City shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

(3) If compensation is based upon hourly rates and expenses, then Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

11. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this contract.

12. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

13. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

14. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any

portion of the services to be performed under this Agreement without the prior written approval of the City.

15. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

16. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

C. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

17. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

18. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as

defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

19. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

20. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

21. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and

regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

22. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

23. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

24. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment

position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

25. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

26. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe: Housing & Community Dev. Dept PO Box 909 Santa Fe, NM 87504-0909	Contractor: The Life Link/La Luz 2325 Cerrillos Road Santa Fe, NM 87505

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

JAVIER M. GONZALES, MAYOR

DATE: _____

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

CONTRACTOR:
THE LIFE LINK/LA LUZ

APPROVED AS TO FORM:

By: _____
CAROL LUNA-ANDERSON
EXECUTIVE DIRECTOR

KELLEY A. BRENNAN
CITY ATTORNEY

CRS #02-097780-008
City of Santa Fe Business
Registration # 15-00029352

APPROVED:

OSCAR R. RODRIGUEZ
FINANCE DIRECTOR

22574.510500
BUSINESS UNIT/LINE ITEM

Tax ID Number: 85-6000168
Original CoC Grant Number: NM0026L6B011205
CoC Program Grant Number: NM0026L6B011407
DUNS Number: 069420818

SCOPE OF WORK EXHIBIT for the FY 2014 CoC PROGRAM COMPETITION

1. This Agreement is governed by the Continuum of Care program Interim Rule attached hereto and made a part hereof as Exhibit 1a. Upon publication for effect of a Final Rule for the Continuum of Care program, the Final Rule will govern this Agreement instead of the Interim Rule. The project listed on this Exhibit at 5., below, is also subject to the terms of the FY 2014 Notice of Funds Availability.

2. This Exhibit, providing an additional award of funding, is added to the Continuum of Care Program Grant Agreement identified above by the Original CoC Program Grant Number, under the authority of the fifth paragraph of the Original CoC Program Grant Agreement. The funding provided through this Scope of Work will be referred to by the Renewal Award Number listed above.

3. The grant term applicable to funds shall be 1 year which shall run from 07-01-2015 to 06-30-2016

4. The Continuum that designated Recipient to apply for grant funds is not a high-performing community.

5. Recipient is not a Unified Funding Agency and was not the only Applicant the Continuum of Care designated to apply for and receive grant funds and is not the only Recipient for the Continuum of Care that designated it. HUD's total funding obligation for this grant is $245382 for project number NM0026L6B011407. In accordance with 24 CFR 578.105(b), Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without a written amendment to this Agreement. The obligation for this project shall be allocated as follows:

a. CoC Planning cost	$ 0
b. Acquisition	$ 0
c. New construction	$ 0
d. Rehabilitation	$ 0
e. Leasing	$ 0
f. Rental assistance	$ 241176
i. Tenant-based rental assistance	$
ii. Project-based rental assistance	$
iii. Sponsor-based rental assistance	$
g. Supportive services	$ 0
h. Operating costs	$ 0
i. HMIS	$ 0
j. Administration	$ 4206

6. No funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to §578.21 and §578.25 and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.

7. Nothing in this grant agreement shall be construed as creating or justifying any claim against the federal government or the grantee by any third party.

This agreement is hereby executed on behalf of the parties as follows:

UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development

By:

Leticia Ibarra
(Signature)

Leticia Ibarra, Director
(Typed Name and Title)

8/21/15
(Date)

RECIPIENT
City of Santa Fe
(Name of Organization)

By:

(Signature of Authorized Official)

Javier Gonzales, Mayor City of Santa Fe
(Typed Name and Title of Authorized Official)

8/31/15
(Date)

City of Santa Fe
Summary of Contracts, Agreements, & Amendments

Section to be completed by department for each contract or contract amendment

1 **FOR:** ORIGINAL CONTRACT ☐ or CONTRACT AMENDMENT ☐

2 Name of Contractor Life Link (PB)

3 Complete information requested ☐ Plus GRT ☐ Inclusive of GRT

Original Contract Amount: $245,382.00

Termination Date: June 30, 2016

☐ Approved by Council Date: _____

☐ or by City Manager Date: _____

Contract is for: Continuum of Care - Project based rental assistance

Amendment # _____ to the Original Contract# _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

☐ or by City Manager Date: _____

Amendment is for:

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) ☐ Plus GRT ☐ Inclusive of GRT

Amount $ 245,382.00 of original Contract# _____ Termination Date: 06/30/2016

Reason: Continuum of Care - project based rental assistance

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: $ 245,382.00

City of Santa Fe
Summary of Contracts, Agreements, & Amendments

5 **Procurement Method of Original Contract:** (complete one of the lines)

RFP# _____ Date: _____

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

6 **Procurement History:** One year terms
example: (First year of 4 year contract)

7 **Funding Source:** HUD CoC **BU/Line Item:** 22574.510500

8 **Any out-of-the ordinary or unusual issues or concerns:**

_____
(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Roberta Catanach

Phone # -6421

10 **Certificate of Insurance attached.** (if original Contract) ☐

Submit to City Attorney for review/signature
Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/16/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Ed Risley	
Daniels Insurance, Inc.-Santa Fe PO Box 4550 Santa Fe NM 87502-4550	PHONE (A/C, No, Ext): (505) 982-4302	FAX (A/C, No): (505) 989-9186
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: New Mexico Assurance Company	13673
INSURER B: Arch Insurance Company	11150
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED (505) 438-0010
Life Link, The P.O. Box 6094 Santa Fe NM 87502

COVERAGES **CERTIFICATE NUMBER: Cert ID 16725** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT [X] LOC			NTPKG0095802	12/18/2014	12/18/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Empl Benefits Liab	$ 1,000,000 $ 1,000,000 $ 20,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			NTAUT0038202	12/18/2014	12/18/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		6145.125	11/27/2014	11/27/2015	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Professional Services			NTPKG0095802	12/18/2014	12/18/2015	$3,000,000 aggregate	$ 1,000,000 $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

All operations of the insured per policy conditions. Liability: Continental United States; WC: NM
City of Santa Fe is listed as additional insured in respects to general liability.

CERTIFICATE HOLDER

City of Santa Fe

P.O. Box 909

Santa Fe NM 87504

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and The Life Link/La Luz (the "Contractor"). The date of this agreement shall be retroactive to July 1, 2015.

RECITALS

1. The City has applied for and received funds from the United States Government Department of Housing and Urban Development (HUD), Office of the Community Planning and Development, under the 2014 Continuum of Care (CoC) Program Grant Competition.

2. The City desires to engage the Contractor to render certain services to the City and/or its citizens as described in Article 1.

3. The Contractor further certifies that it is willing and able to perform these services and that said services to be performed are within the Contractor's legal powers and capabilities.

4. The City desires to engage the Contractor to render these certain services in connection therewith as more particularly set forth hereafter.

1. SCOPE OF SERVICES

The Contractor shall provide the following services for the City:

A. Administer the 2014 Continuum of Care (CoC) Program Grant Agreement awarded to the City of Santa Fe by the U.S. Department of Housing and Urban Development (HUD) for tenant based rental assistance in accordance with Exhibit "A" attached hereto and incorporated herein by reference. This is a one year term.

B. Provide a written report to the City prior to final payment documenting the work provided under this Agreement.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed one hundred

thirty five thousand fifty-nine dollars ($135,059), inclusive of applicable gross receipts taxes.

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made on a reimbursement basis as set forth in Paragraph four (4) herein. Compensation shall be paid only for services actually performed and accepted by the City.

4. PROOF OF PAYMENT BY CONTRACTOR OF CoC FUNDS

Contractor shall submit to the City's Housing and Community Development Department, each month receipts and/or cancelled checks along with a detailed statement of use of funds prior to reimbursement from the City. The statement shall include the name of the tenant, the name of the landlord, number of additional household members, the address of the rental unit, the number of bedrooms, the full rent amount, the tenant's income by percentage of Area Median Income (AMI), the tenant's rental share and the CoC rental share. In addition, a current balance sheet of the grant funding shall be provided.

5. RESTRICTION ON THE USE OF FUNDS

It is understood by Contractor that the CoC funds provided by the City under this Agreement are subject to the requirements of the Homeless Embergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH ACT); and the Continuum of Care Program Interim Rule 24CFR Part 578 ("the Regulation") and

the FY2014 Notice of Funding Availability (NOFA). Upon publication for effect of a Final Rule for the CoC Program, the Final Rule will govern this Agreement instead of the Interim Rule. It is understood and agreed by Contractor that the funds provided by this Agreement are exclusively intended to provide the services called for herein to the residents of the City.

6. PERFORMANCE MONITORING; AUDIT

The Contractor will, upon request, provide assistance and information needed by City staff in monitoring and evaluating the performance of the Contractor. At the end of each operating year, the Contractor shall complete an annual progress report as required by HUD. The City shall review the annual report and any supporting documents such as proof of tenant eligibility and housing standards. The City shall conduct a site visit to the office of the Contractor at least once per year to review such records. The Contractor will cooperate with the City in connection with this monitoring. The City shall maintain the right to audit and the Contractor shall keep all records in manner acceptable to the City. The Contractor shall provide the City as audit of the funds received, performed by an independent agency, within 90 days of the end of the Contractor's fiscal year.

7. ADDITIONAL REQUIREMENTS AND STANDARDS

The Contractor shall comply with OMB Circular A-122, "Cost Principles for Non-Profit Organizations" and Attachments A, B, C, F, H, N, and O to OMB Circular A-110, Grants and Agreements

with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations", dealing with cash depositories, bonding and insurance, records, standards for financial management systems, monitoring and reporting program performance, property management standards, and procurement standards as modified by 24 CFR 570.520(b).

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The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

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This Agreement shall be effective July 1, 2015, and shall terminate on June 30, 2016, unless sooner pursuant to Article 10 below.

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A. This Agreement may be terminated by the City upon 10 days written notice to the Contractor.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall

turn over to the City original copies of all work product, research or papers prepared under this Agreement.

(2) If compensation is not based upon hourly rates for services rendered, the City shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

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B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

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Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

13. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

14. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

15. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

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A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for

Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

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The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

18. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation

of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

19. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

20. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

21. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees

that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

22. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

23. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

24. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed,

color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

25. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

26. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe:
Housing & Community Dev. Dept
PO Box 909
Santa Fe, NM 87504-0909

Contractor:
The Life Link/La Luz
2325 Cerrillos Road
Santa Fe, NM 87505

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

_____
JAVIER M. GONZALES, MAYOR

DATE: _____

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

CONTRACTOR:
THE LIFE LINK/LA LUZ

APPROVED AS TO FORM:

By: _____
CAROL LUNA-ANDERSON
EXECUTIVE DIRECTOR

KELLEY A. BRENNAN
CITY ATTORNEY

CRS #02-097780-008
City of Santa Fe Business
Registration # 15-00029352

APPROVED:

OSCAR R. RODRIGUEZ
FINANCE DIRECTOR

22574.510500
BUSINESS UNIT/LINE ITEM

Exhibit A

Tax ID Number: 85-6000168
Original CoC Grant Number: NM0076L6B011201
CoC Program Grant Number: NM0076L6B011403
DUNS Number: 069420818

SCOPE OF WORK EXHIBIT for the FY 2014 CoC PROGRAM COMPETITION

1. This Agreement is governed by the Continuum of Care program Interim Rule attached hereto and made a part hereof as Exhibit 1a. Upon publication for effect of a Final Rule for the Continuum of Care program, the Final Rule will govern this Agreement instead of the Interim Rule. The project listed on this Exhibit at 5., below, is also subject to the terms of the FY 2014 Notice of Funds Availability.

2. This Exhibit, providing an additional award of funding, is added to the Continuum of Care Program Grant Agreement identified above by the Original CoC Program Grant Number, under the authority of the fifth paragraph of the Original CoC Program Grant Agreement. The funding provided through this Scope of Work will be referred to by the Renewal Award Number listed above.

3. The grant term applicable to funds shall be 1 year which shall run from 07-01-2015 to 06-30-2016

4. The Continuum that designated Recipient to apply for grant funds is not a high-performing community.

5. Recipient is not a Unified Funding Agency and was not the only Applicant the Continuum of Care designated to apply for and receive grant funds and is not the only Recipient for the Continuum of Care that designated it. HUD's total funding obligation for this grant is $135059 for project number NM0076L6B011403. In accordance with 24 CFR 578.105(b), Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without a written amendment to this Agreement. The obligation for this project shall be allocated as follows:

a. CoC Planning cost	$ 0
b. Acquisition	$ 0
c. New construction	$ 0
d. Rehabilitation	$ 0
e. Leasing	$ 0
f. Rental assistance	$ 130788
i. Tenant-based rental assistance	$
ii. Project-based rental assistance	$
iii. Sponsor-based rental assistance	$
g. Supportive services	$ 0
h. Operating costs	$ 0
i. HMIS	$ 0
j. Administration	$ 4271

6. No funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to §578.21 and §578.25 and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.

7. Nothing in this grant agreement shall be construed as creating or justifying any claim against the federal government or the grantee by any third party.

This agreement is hereby executed on behalf of the parties as follows:

UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development

By:

Leticia Ibarra
(Signature)

Leticia Ibarra, Director
(Typed Name and Title)

8/21/15
(Date)

RECIPIENT
City of Santa Fe
(Name of Organization)

By:

(Signature of Authorized Official)

Javier Gonzales, Mayor City of Santa Fe
(Typed Name and Title of Authorized Official)

8/31/15
(Date)

City of Santa Fe
Summary of Contracts, Agreements, & Amendments

Section to be completed by department for each contract or contract amendment

1 **FOR:** ORIGINAL CONTRACT ☐ or CONTRACT AMENDMENT ☐

2 Name of Contractor Life Link (C)

3 Complete information requested ☐ Plus GRT ☐ Inclusive of GRT

Original Contract Amount: $135,059.00

Termination Date: June 30, 2016

☐ Approved by Council Date: _____

☐ or by City Manager Date: _____

Contract is for: Continuum of Care - Tenant based rental assistance

Amendment # _____ to the Original Contract# _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

☐ or by City Manager Date: _____

Amendment is for:

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) ☐ Plus GRT ☐ Inclusive of GRT

Amount $ 135,059.00 of original Contract# _____ Termination Date: 06/30/2016

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: $ 135,059.00

City of Santa Fe
Summary of Contracts, Agreements, & Amendments

5 **Procurement Method of Original Contract:** (complete one of the lines)

RFP# _____ Date: _____

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

6 **Procurement History:** One year terms
example: (First year of 4 year contract)

7 **Funding Source:** HUD CoC **BU/Line Item:** 22574.510500

8 **Any out-of-the ordinary or unusual issues or concerns:**

_____
(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Roberta Catanach

Phone # -6421

10 **Certificate of Insurance attached.** (if original Contract) ☐

Submit to City Attorney for review/signature
Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/16/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Ed Risley	
Daniels Insurance, Inc.-Santa Fe PO Box 4550 Santa Fe NM 87502-4550	PHONE (A/C, No, Ext): (505) 982-4302	FAX (A/C, No): (505) 989-9186
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : New Mexico Assurance Company	13673
INSURER B : Arch Insurance Company	11150
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED	(505) 438-0010
Life Link, The P.O. Box 6094 Santa Fe NM 87502	

COVERAGES **CERTIFICATE NUMBER:** Cert ID 16725 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC			NTPKG0095802	12/18/2014	12/18/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Empl Benefits Liab	$ 1,000,000 $ 1,000,000 $ 20,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			NTAUT0038202	12/18/2014	12/18/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		6145.125	11/27/2014	11/27/2015	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Professional Services			NTPKG0095802	12/18/2014	12/18/2015	$3,000,000 aggregate	$ 1,000,000 $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

All operations of the insured per policy conditions. Liability: Continental United States; WC: NM
City of Santa Fe is listed as additional insured in respects to general liability.

CERTIFICATE HOLDER

City of Santa Fe

P.O. Box 909

Santa Fe NM 87504

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and The Life Link/La Luz (the "Contractor"). The date of this Agreement shall be retroactive to July 1, 2015.

RECITALS

1. The City has applied for and received funds from the United States Government Department of Housing and Urban Development (HUD), Office of the Community Planning and Development, under the 2014 Continuum of Care (CoC) Program Grant Competition.

2. The City desires to engage the Contractor to render certain services to the City and/or its citizens as described in Article 1.

3. The Contractor further certifies that it is willing and able to perform these services and that said services to be performed are within the Contractor's legal powers and capabilities.

4. The City desires to engage the Contractor to render these certain services in connection therewith as more particularly set forth hereafter.

1. SCOPE OF SERVICES

The Contractor shall provide the following services for the City:

A. Administer the 2014 Continuum of Care (CoC) Program Grant Agreement awarded to the City of Santa Fe by the U.S. Department of Housing and Urban Development (HUD) for tenant based rental assistance in accordance with the Exhibit A attached hereto and incorporated herein by reference. This is a one year term.

B. Provide a written report to the City prior to final payment documenting the work provided under this Agreement.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed four hundred

twenty eight thousand six hundred seventy-eight dollars ($428,678), inclusive of applicable gross receipts taxes

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made on a reimbursement basis as set forth in Paragraph four (4) herein. Compensation shall be paid only for services actually performed and accepted by the City.

4. PROOF OF PAYMENT BY CONTRACTOR OF CoC FUNDS

Contractor shall submit to the City's Housing and Community Development Department, each month receipts and/or cancelled checks along with a detailed statement of use of funds prior to reimbursement from the City. The statement shall include the name of the tenant, the name of the landlord, number of additional household members, the address of the rental unit, the number of bedrooms, the full rent amount, the tenant's income by percentage of Area Median Income (AMI),the tenant's rental share and the CoC rental share. In addition, a current balance sheet of the grant funding shall be provided.

5. RESTRICTION ON THE USE OF FUNDS

It is understood by Contractor that the CoC funds provided by the City under this Agreement are subject to the requirements of the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH); and the Continuum of Care Program Interim Rule 24CFR Part 578 (the "Regulation") and the

FY 2014 Notice of Funding Availability (NOFA). Upon publication for effect of a Final Rule for the CoC program, the Final Rule will govern this Agreement instead of the Interim Rule. It is understood and agreed by Contractor that the funds provided by this Agreement are exclusively intended to provide the services called for herein to the residents of the City.

6. PERFORMANCE MONITORING; AUDIT

The Contractor will, upon request, provide assistance and information needed by City staff in monitoring and evaluating the performance of the Contractor. At the end of each operating year, the Contractor shall complete an annual progress report as required by HUD. The City shall review the annual report and any supporting documents such as proof of tenant eligibility and housing standards. The City shall conduct a site visit to the office of the Contractor at least once per year to review such records. The Contractor will cooperate with the City in connection with this monitoring. The City shall maintain the right to audit and the Contractor shall keep all records in manner acceptable to the City. The Contractor shall provide the City an audit of the funds received, performed by an independent agency, within 90 days of the end of the Contractor's fiscal year.

7. ADDITIONAL REQUIREMENTS AND STANDARDS

The Contractor shall comply with OMB Circular A-122, "Cost Principles for Non-Profit Organizations" and Attachments A, B, C, F, H, N, and O to OMB Circular A-110, Grants and Agreements

with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations", dealing with cash depositories, bonding and insurance, records, standards for financial management systems, monitoring and reporting program performance, property management standards, and procurement standards as modified by 24 CFR 570.520(b).

8. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

9. TERM AND EFFECTIVE DATE

This Agreement shall be effective July 1, 2015, and shall terminate on June 30, 2016, unless sooner pursuant to Article 10 below.

10. TERMINATION

A. This Agreement may be terminated by the City upon 10 days written notice to the Contractor.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall

turn over to the City original copies of all work product, research or papers prepared under this Agreement.

(2) If compensation is not based upon hourly rates for services rendered, the City shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

(3) If compensation is based upon hourly rates and expenses, then Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

11. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this contract.

12. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

13. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

14. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

15. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

16. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for

Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

C. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

17. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

18. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation

of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

19. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

20. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

21. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees

that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

22. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

23. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

24. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed,

color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

25. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

26. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe:
Housing & Community Dev. Dept
PO Box 909
Santa Fe, NM 87504-0909

Contractor:
The Life Link/La Luz
2325 Cerrillos Road
Santa Fe, NM 87505

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

_____
JAVIER M. GONZALES, MAYOR

DATE: _____

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

CONTRACTOR:
THE LIFE LINK/LA LUZ

APPROVED AS TO FORM:

By: _____
CAROL LUNA-ANDERSON
EXECUTIVE DIRECTOR

9/1
KELLEY A. BRENNAN
CITY ATTORNEY

CRS #02-097780-008
City of Santa Fe Business
Registration # 15-00029352

APPROVED:

OSCAR R. RODRIGUEZ
FINANCE DIRECTOR

22574.510500
BUSINESS UNIT/LINE ITEM

Exhibit A

Tax ID Number: 85-6000168
Original CoC Grant Number: NM0034L6B011205
CoC Program Grant Number: NM0034L6B011407
DUNS Number: 069420818

SCOPE OF WORK EXHIBIT for the FY 2014 CoC PROGRAM COMPETITION

1. This Agreement is governed by the Continuum of Care program Interim Rule attached hereto and made a part hereof as Exhibit Ia. Upon publication for effect of a Final Rule for the Continuum of Care program, the Final Rule will govern this Agreement instead of the Interim Rule. The project listed on this Exhibit at 5., below, is also subject to the terms of the FY 2014 Notice of Funds Availability.

2. This Exhibit, providing an additional award of funding, is added to the Continuum of Care Program Grant Agreement identified above by the Original CoC Program Grant Number, under the authority of the fifth paragraph of the Original CoC Program Grant Agreement. The funding provided through this Scope of Work will be referred to by the Renewal Award Number listed above.

3. The grant term applicable to funds shall be 1 year which shall run from 07-01-2015 to 06-30-2016

4. The Continuum that designated Recipient to apply for grant funds is not a high-performing community.

5. Recipient is not a Unified Funding Agency and was not the only Applicant the Continuum of Care designated to apply for and receive grant funds and is not the only Recipient for the Continuum of Care that designated it. HUD's total funding obligation for this grant is $428678 for project number NM0034L6B011407. In accordance with 24 CFR 578.105(b), Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without a written amendment to this Agreement. The obligation for this project shall be allocated as follows:

a. CoC Planning cost	$ 0
b. Acquisition	$ 0
c. New construction	$ 0
d. Rehabilitation	$ 0
e. Leasing	$ 0
f. Rental assistance	$ 403728
i. Tenant-based rental assistance	$
ii. Project-based rental assistance	$
iii. Sponsor-based rental assistance	$
g. Supportive services	$ 0
h. Operating costs	$ 0
i. HMIS	$ 0
j. Administration	$ 24950

6. No funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to §578.21 and §578.25 and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.

7. Nothing in this grant agreement shall be construed as creating or justifying any claim against the federal government or the grantee by any third party.

This agreement is hereby executed on behalf of the parties as follows:

UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development

By:

Leticia Ibarra
(Signature)

Leticia Ibarra, Director
(Typed Name and Title)

8/21/15
(Date)

RECIPIENT
City of Santa Fe
(Name of Organization)

By:

(Signature of Authorized Official)

Javier Gonzales, Mayor City of Santa Fe
(Typed Name and Title of Authorized Official)

8/31/15
(Date)

City of Santa Fe
Summary of Contracts, Agreements, & Amendments

Section to be completed by department for each contract or contract amendment

1 **FOR:** ORIGINAL CONTRACT ☐ or CONTRACT AMENDMENT ☐

2 Name of Contractor Life Link

3 Complete information requested ☐ Plus GRT ☐ Inclusive of GRT

Original Contract Amount: $428,678.00

Termination Date: June 30, 2016

☐ Approved by Council Date: _____

☐ or by City Manager Date: _____

Contract is for: Administer 2014 Continuum of Care Program

Amendment # _____ to the Original Contract# _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

☐ or by City Manager Date: _____

Amendment is for:

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) ☐ Plus GRT ☐ Inclusive of GRT

Amount $ 248,678.00 of original Contract# _____ Termination Date: 06/30/2016

Reason: Administer 2014 CoC Program

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: $ 248,678.00

City of Santa Fe
Summary of Contracts, Agreements, & Amendments

5 **Procurement Method of Original Contract:** (complete one of the lines)

RFP# _____ Date: _____

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

6 **Procurement History:** One year terms
example: (First year of 4 year contract)

7 **Funding Source:** _____ **BU/Line Item:** 22574.510500

8 **Any out-of-the ordinary or unusual issues or concerns:**

_____
(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Roberta Catanach

Phone # -6421

10 **Certificate of Insurance attached.** (if original Contract) ☐

Submit to City Attorney for review/signature
Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/16/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Ed Risley	
Daniels Insurance, Inc.-Santa Fe PO Box 4550 Santa Fe NM 87502-4550	PHONE (A/C, No, Ext): (505) 982-4302	FAX (A/C, No): (505) 989-9186
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: New Mexico Assurance Company	13673
INSURED (505) 438-0010 Life Link, The P.O. Box 6094 Santa Fe NM 87502	INSURER B: Arch Insurance Company	11150
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** Cert ID 16725 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC			NTPKG0095802	12/18/2014	12/18/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Empl Benefits Liab	$ 1,000,000 $ 1,000,000 $ 20,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS			NTAUT0038202	12/18/2014	12/18/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		6145.125	11/27/2014	11/27/2015	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B	Professional Services			NTPKG0095802	12/18/2014	12/18/2015	$3,000,000 aggregate	$ 1,000,000 $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
All operations of the insured per policy conditions. Liability: Continental United States; WC: NM
City of Santa Fe is listed as additional insured in respects to general liability.

CERTIFICATE HOLDER

City of Santa Fe
P.O. Box 909
Santa Fe NM 87504

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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